

**RESOLUTION BY**

**CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH WESTERN SUMMIT CONSTRUCTORS, INC AND BROWN AND CALDWELL FOR FC-7134-99, DESIGN/BUILD ON NANCY CREEK TRUNK SEWER CAPACITY MANAGEMENT FACILITY ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FIFTY THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$1,250,444.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 2J26 573001 M24I02429999.

**WHEREAS**, the Director of the Bureau of Purchasing and Real Estate did advertise for FC-7134-99, Design/Build of Nancy Creek Trunk Sewer Capacity Management Facility on behalf of the Department of Public Works; and

**WHEREAS**, the Commissioner of the Department of Public Works and the Director of the Bureau of Purchasing and Real Estate have recommended that the contract for FC-7134-99, Design/Build of Nancy Creek Trunk Sewer Capacity Management Facility be awarded to Western Summit Constructors, Inc. and Brown and Caldwell; and

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor be and is hereby authorized to enter into a contract with Western Summit Constructors, Inc. and Brown and Caldwell for FC-7134-99, Design/Build of Nancy Creek Trunk Sewer Capacity Management Facility in an amount not to exceed One Million Two Hundred Fifty Thousand Four Hundred Forty-four Dollars (\$1,250,444.00); and

**BE IT FURTHER RESOLVED**, that the Director of Purchasing be and is hereby directed to prepare an appropriate contract for execution by the Mayor, to be approved by the City Attorney as to form.

**BE IT FURTHER RESOLVED**, that this contract shall not become binding on the City, and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

**BE IT FURTHER RESOLVED**, that all services for said contracted work shall be charged to and paid from fund, account and center number: 2J26 573001 M24I02429999.

02/12/01 BPPE (KOB)

# COMMITTEE AMENDMENT FORM

DATE: 3/27/01

COMMITTEE CITY UTILITIES

PAGE NUM. 1(S)

ORDINANCE I. D. #01-O-

SECTION (S) \_\_\_\_\_

RESOLUTION I. D. #01-R-0542 PARA. (S) CAP. & LAST RESOLVE CLAUSE

AMENDS THE LEGISLATION BY ADDING THE FOLLOWING FUND,  
ACCOUNT AND CENTER NUMBER 2J26 573001 M24I0242999 IN THE  
CAPTION AND LAST RESOLVE CLAUSE.

AMENDMENT DONE BY COUNCIL STAFF 3/27/01.

01-R-0542

**AMENDED RESOLUTION BY  
CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH WESTERN SUMMIT CONSTRUCTORS, INC AND BROWN AND CALDWELL FOR FC-7134-99, DESIGN/BUILD ON NANCY CREEK TRUNK SEWER CAPACITY MANAGEMENT FACILITY ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FIFTY THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$1,250,444.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER:

**WHEREAS**, the Director of the Bureau of Purchasing and Real Estate did advertise for FC-7134-99, Design/Build of Nancy Creek Trunk Sewer Capacity Management Facility on behalf of the Department of Public Works; and

**WHEREAS**, the Commissioner of the Department of Public Works and the Director of the Bureau of Purchasing and Real Estate have recommended that the contract for FC-7134-99, Design/Build of Nancy Creek Trunk Sewer Capacity Management Facility be awarded to Western Summit Constructors, Inc. and Brown and Caldwell; and

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor be and is hereby authorized to enter into a contract with Western Summit Constructors, Inc. and Brown and Caldwell for FC-7134-99, Design/Build of Nancy Creek Trunk Sewer Capacity Management Facility in an amount not to exceed One Million Two Hundred Fifty Thousand Four Hundred Forty-four Dollars (\$1,250,444.00); and

**BE IT FURTHER RESOLVED**, that the Director of Purchasing be and is hereby directed to prepare an appropriate contract for execution by the Mayor, to be approved by the City Attorney as to form.

**BE IT FURTHER RESOLVED**, that this contract shall not become binding on the City, and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

**BE IT FURTHER RESOLVED**, that all services for said contracted work shall be charged to and paid from fund, account and center number:

02/12/01 BPRE (KOB)

**Western Summit Constructors, Inc.**

411 N. Clarendon Avenue • Scottdale, Georgia 30079  
(404) 292-7721 • Fax: (404) 292-4499



2001 FEB 19 11:11 AM

February 19, 2001

Mr. Keith Brooks  
Bureau of Purchasing & Real Estate  
68 Mitchell Street, SW  
City Hall South  
Suite #1790  
Atlanta, Georgia 30335

Reference: Nancy Creek Tunnel & Pump Station – Phase I Preliminary Design  
FC-7134-99

Dear Keith,

In regards to our discussion last Friday, February 16<sup>th</sup>, concerning the Preliminary Design Phase of the Nancy Creek Tunnel & Pump Station, the team wanted to reaffirm that Western Summit Constructors and Brown & Caldwell are committed to meeting or exceeding the City's Minority Participation goals. The Western Summit/Brown & Caldwell teams original RFP submitted May 24, 2000, for the Nancy Creek Trunk Sewer Capacity Management Facility contained 26.9% MBE Subcontractor participation and 20.1% MBE supplier participation. However, the minority participation in the design phase of the Design/Build project totaled only 2.1% of the over-all cost. Thus, indicating that the majority of the MBE participation is in the actual construction phase of the project, not the design phase. Therefore, the Western Summit/Brown & Caldwell team requests that the City's review of the proposed 17% MBE participation, as noted on the attached Exhibit-A for the Preliminary Design Phase, not be evaluated solely on the Preliminary design cost, but be reviewed with the acknowledgement that the Preliminary Design is a small portion of the over-all Design/Build scope of the project.

The WSCI/B&C team will endeavor to maximize the MBE participation in our over-all Design/Build scope of the Nancy Creek Tunnel & Pump Station, as we have demonstrated in the past. The team will pursue participation from the minority firms named in our original RFP and will continue to solicit additional MBE firms as the final design and construction scope are visualized. Please approve the Western Summit/Brown & Caldwell Preliminary Design contract recognizing that the team has demonstrated in the past and will continue to be committed to meeting or exceeding the City's MBE participation goals on the over-all Design/Build project. Please do not hesitate to call if you have any questions concerning this clarification.

WESTERN SUMMIT CONSTRUCTORS, INC.

  
Dan Coder  
Division Manager

Enclosure

cc: File



## EXHIBIT-A

### MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION NANCY CREEK PUMPING STATION DESIGN/BUILD

Preliminary Design	1,050,444
Contingency	<u>200,000</u>
Total	\$1,250,444

### MBE SUBCONSULTANTS

S. L King (Electrical and HVAC)-AABE	65,900
E. W. Moon (Structural)-AABE	62,700
Khafra (Architectural and Surveying)-AABE	<u>50,000</u>
Total	\$178,600

MBE Percent of Preliminary Design 17 percent

## **EXHIBIT-B**

### **PROJECT DESCRIPTION NANCY CREEK PUMPING STATION DESIGN BUILD**

#### **PHASE I – PRELIMINARY DESIGN**

The following assumptions will be utilized in order to correctly price Phase I of this project:

1. Pump station shaft – diameter of 60 feet.
2. Tunnel size – finished inside diameter of 12 feet.
3. Inter-connecting tunnel depth – 200 feet below grade at pumping station site.
4. Peak flow – 70 million gallons per day (mgd).
5. Number of pumps – six.
6. Firm capacity – 70 mgd.
7. Pump capacity – 14 mgd each.
8. Variable frequency drive pumps.
9. Odor control – ductwork to tie into existing R.M. Clayton odor control system; assumes odor control system has adequate capacity for additional foul air volume and contaminant loading.

Other assumptions are that there will be an influent junction box, inter-connecting tunnel to the work shaft, and an electrical/instrumentation control facility.

## **EXHIBIT B**

### **SCOPE OF SERVICES NANCY CREEK PUMPING STATION DESIGN BUILD**

This project includes the design and construction of the Nancy Creek Pumping Station and associated facilities. Phase I of the project includes the preliminary design of these facilities and value engineering of the preliminary engineering work performed by others for a wastewater conveyance and storage tunnel which will convey wastewater to the R.M. Clayton Water Reclamation Facility (WRF). Phase II of the project will be awarded for a guaranteed maximum price to be determined based on the preliminary engineering report completed during Phase I.

#### **PHASE I – PRELIMINARY DESIGN**

Design services will be provided in two major groups:

- Project Management
- Preliminary Design

The following sections outline the basic tasks to be performed in the execution of this project.

#### **1.0 PROJECT MANAGEMENT**

The project management task includes those activities involved with the detailed planning and subsequent monitoring and control of the project. In addition to the Design/Builder's normal in-house staff management and job tracking procedures, the following subtasks will be considered project management services:

- 1.1** A master project schedule will be prepared by the Design/Builder and submitted within 15 days after authorization to proceed. The schedule will include major activities and milestones, as necessary, to effectively plan the work and to report on the status of the project. The duration of the preliminary design phase is 6 months; the anticipated duration of the detailed design and construction period is anticipated to be 15 months from receipt of notice to proceed.
- 1.2** Periodic coordination meetings will be held during the life of the project. The Design/Builder's project manager and appropriate members of the project team will participate in periodic progress and review meetings with the City of Atlanta (COA) project manager and representatives. Minutes of the meetings will be prepared and distributed by the Design/Builder within 10 business days following the meeting. The coordination meetings are expected to include:

- Project kickoff meeting
- Task kickoff meetings
- Review meetings
- Deliverables

- 1.3 Monthly progress reports** will be submitted to the COA. The report will give a summary of work completed during the period and work anticipated for the next period, will identify actions items required by the Design/Builder and/or the COA, and will provide an update of the project schedule. The reporting period will coincide with the billing period.
- 1.4 Coordination with the COA**, other utility companies, and any local, state, or federal department or agency, as required for the proper execution of the work, shall be maintained throughout the life of the project. Work shall include arranging meetings, resolving technical issues, and coordinating tasks that will involve COA personnel. Coordination will include the following:
- 1.4.1** In regards to the Atlanta Regional Commission (ARC) permitting, the Design/Builder will review all previous ARC permit applications, if any, for the R.M Clayton property. The Design/Builder will then meet and discuss the proposed project with the appropriate ARC planning and engineering staff. Any potential permitting problems and impacts to the proposed project schedule would be identified at this time. The appropriate Metropolitan River Protection Act documents (e.g., permit application and supporting river corridor drawings) will then be prepared for submittal to the Owner and ARC.
- 1.4.2** As part of this upgrade design, the Design/Builder will meet with the Environmental Protection Department (EPD) and/or ARC staff on key technical issues as directed by the Owner to get their input at the draft Preliminary Design Report (PDR) level.
- 1.5 Operations specialists and construction professionals** will be involved in the design process. Throughout the design of the new facilities, members of the Design/Builder's Operations Services Team (OST) and construction personnel will assist the Design/Builder's design team to ensure the new facilities are constructible and easy to operate and maintain. The OST shall be comprised of experienced operators and maintenance technicians who have hands-on experience in with processes and equipment similar to the proposed pumping station.



## **2.0 PRELIMINARY DESIGN**

The preliminary design task includes those activities necessary to provide the best technical and economical approach to the design of the proposed pumping station. The preliminary design includes tasks that will identify site and orientation issues, design features, equipment selections, and recommendations for the final design. As part of the preliminary design, the Design/Builder shall identify the required tie-ins and propose solutions for how these can be affected with minimal impact to the operation of the collection system and plant. The product of this phase of the project will include a PDR with preliminary drawings that will serve as the guiding document for the preparation of a guaranteed maximum price and detailed construction drawings. The PDR will be submitted in draft form, along with preliminary drawings, to the COA for review. The final PDR shall be issued following receipt and adjudication of comments.

- 2.1 Field Survey.** Site data collection for this task includes a site and topographical survey, horizontal and vertical controls, benchmark elevations, locating all underground utilities, surface features including storm sewers, manholes, pavement, concrete or steel structures, any landscaping features, and any other features pertinent to the design.
- 2.2 Coordination with the COA Geotechnical Consultant** will involve providing the City's Geotechnical Consultant with a description of the geotechnical data to be provided by the COA Geotechnical Consultant related to the geotechnical aspects of the preliminary and detailed designs. The COA-provided investigations shall include test borings, analyses, and studies necessary to obtain geotechnical data and make recommendations for the design of the new facilities. This contract assumes the Design/Builder will incur no cost related to actual performance of geotechnical borings or engineering.
- 2.3 Coordination with Tunnel Consultant** to determine tunnel parameters such as depth of tunnel, minimum, average and peak flows, stub tunnel location and configuration, size of storage in tunnel, and hydraulic grade.
- 2.4 A PDR will be prepared** to summarize the evaluations performed and describes the recommended site layout and design criteria for the upgrade. The preliminary design report will serve as the basis for preparation of detailed plans and specifications and as a concise submittal to reviewing/approving parties. The following items shall be included in the report, as a minimum:
  - Narrative description of facilities to be constructed.
  - Basis of station capacity sizing.
  - Base map showing results of field survey.
  - Piping plans and/or schematics showing all piping 8-inch-diameter and larger.

- Recommended site selections with paving, grading, drainage and erosion and sedimentation plans.
- Equipment selection, sizing and preliminary layouts; data sheets with catalog cuts.
- Structure layouts with a footprint of the locations of the new structures.
- Electrical single-line diagrams; preliminary load calculations.
- Exterior and interior lighting plans.
- Instrumentation and control strategy; process and instrumentation diagrams; component list with catalog cuts.
- Air flow schematics and foul air treatment requirements.
- Construction sequencing/operations during construction considerations.
- Architectural design including floor plans, interior features, exterior elevations and landscaping plans.
- General arrangement drawings.
- Preliminary construction costs estimates.

- 2.5** Development of Guaranteed Maximum Price for detailed design, construction, and operation of the proposed pumping station as defined by the COA. The developed cost shall serve as the guaranteed maximum price and shall be developed after the PDR is finalized.

## **PHASE II – FINAL DESIGN AND CONSTRUCTION**

The scope of work for Phase II will be determined during Phase I and will be documented in the Phase II Design Build Contract and shall include the Guaranteed Maximum Price for the work.

**Nancy Creek Pump Station Design Build  
Phase I - Preliminary Design Services  
Cost Summary**

<b>Description</b>	<b>Cost</b>
<b>Western Summit</b>	<b>\$161,444</b>
<b>BC Project Management</b>	<b>\$78,000</b>
<b>BC Preliminary Design</b>	<b>\$711,000</b>
<b>Arch Sub</b>	<b>\$30,000</b>
<b>Survey Sub</b>	<b>\$20,000</b>
<b>Tunnel Sub</b>	<b>\$50,000</b>
<b>Contingency</b>	<b>\$200,000</b>
<b>Total</b>	<b>\$1,250,444</b>

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Commissioner's Signature

Director's Signature

Originating Department: Department of ~~Water~~ *Public Works*

Contact Person: Keith Brooks x 6382

Committee(s) of Purview: City Utilities

Council Deadline: February 19, 2001

Committee Meeting Dates(s): February 27 & 28, 2001

Full Council Date: March 5, 2001

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH WESTERN SUMMIT CONSTRUCTORS, INC AND BROWN AND CALDWELL FOR FC-7134-99, DESIGN/BUILD ON NANCY CREEK TRUNK SEWER CAPACITY MANAGEMENT FACILITY ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FIFTY THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$1,250,444.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER:

BACKGROUND

PROVIDE THE TECHNICAL AND ECONOMICAL APPROACH TO THE DESIGN OF THE PROPOSED PUMPING STATION.

FINANCIAL IMPACT (if any)      \$1,250,244.00

*Mayor's Staff Only*

+++++

Received by Mayor's Office: \_\_\_\_\_ Reviewed by: \_\_\_\_\_  
(date) (initials) (date)

Submitted to Council: \_\_\_\_\_  
(date)

Action by Committee:    ☐ Approved    ☐ Adversed    ☐ Held    ☐ Amended  
                                 ☐ Substitute    ☐ Referred    ☐ Other

**BUREAU OF PURCHASING AND REAL ESTATE  
LEGISLATION SUMMARY**

**TO: CITY UTILITIES COMMITTEE**

**CAPTION**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH WESTERN SUMMIT CONSTRUCTORS, INC AND BROWN AND CALDWELL FOR FC-7134-99, DESIGN/BUILD ON NANCY CREEK TRUNK SEWER CAPACITY MANAGEMENT FACILITY ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FIFTY THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$1,250,444.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER:

**REQUESTING  
DEPARTMENT:**

Department of Public Works

**CONTRACT TYPE:**

Consultant

**AWARDEE:**

Western Summit Constructor, Inc. and Brown and Caldwell

**SOURCE  
SELECTION:**

Proposals

**PROPOSAL DUE:**

May 24, 2000

**INVITATIONS MAILED:** 1

**PROPOSALS  
RECEIVED:**

1

**PROPONENTS:**

(1) Western Summit Constructors, Inc and  
Brown and Caldwell

\$1,250,244.00

**BACKGROUND:**

PROVIDE TECHNICAL AND ECONOMICAL APPROACH TO THE  
DESIGN OF THE PROPOSED PUMPING STATION.

**EVALUATION TEAM  
COMPOSITION:**

DPW, OCC and Risk Management